

Teaming Agreement

Between

Double V Enterprises
8423 N. Loop Road
El Paso, TX 79907-5836

and

Maintenance Engineers
8901 E. Pima Center Pkwy #225
Scottsdale, AZ 85258

Whereas, Double V Enterprises (Double V) is duly incorporated in the state of Texas and is a Small Business, 8a, and HUBZone Owned company operating at 8423 N. Loop Road, El Paso, TX 79907-5836.

Whereas, Maintenance Engineers ("ME") is duly incorporated in the state of Wyoming and is a Small Business, Woman Owned, and HUBZone company operating at 8901 E. Pima Center Pkwy, Scottsdale, AZ 85258.

Whereas, Double V and ME desire to form a teaming relationship for the grounds maintenance contract at Phoenix Indian Medical Center, AZ.

Whereas, Double V is bidding Solicitation # GS-21F-0112V for grounds maintenance services at Phoenix Indian Medical Center, AZ.

Whereas, both parties desire to enter into a teaming agreement.

Both parties listed above have entered into the following mutual agreement for the performance of Contract #GS-21F-0112V for grounds maintenance services at Phoenix Indian Medical Center, AZ.

1. Double V and ME hereby agree to divide the net profits of this sole contract as follows:

- Double V to receive 51% net profit after direct wages and expenses are paid (See paragraph 2,3 and 4 below)
- ME to receive 49% net profit after direct wages and expenses are paid (See paragraph 2,3 and 4 below)

2. Double V will prepare and furnish monthly statements to ME itemizing the revenues and direct expenses for the month (wages, additional labor burden of FICA/FUTA/SUTA, supplies, union fees/payments, workers compensation and general liability insurance) (hereinafter referred to as "direct cost account").

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EXHIBIT

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3. Double V and ME will also supply monthly reports for any other direct expenses, related expenses to this contract such as travel expenses to the job site. Travel expenses will include all travel related, reasonable expenses (airfare, mileage, car rental, hotels, food, etc.) Said costs will be included in the monthly direct cost account. However, neither Double V nor ME will charge for time or effort by non-direct personnel in overseeing and managing the contract.

4. All other costs, which are not direct to the job (as listed in paragraphs 2 & 3) are not to be included in the direct cost account and are not to be considered in determining the monthly 51%-49% split of profit. Each cost incurred by either party, which are not direct to the job, will be paid by the party incurring the cost, out of the profits disbursed.

5. Double V will secure and maintain a separate checking account for funds that apply to this grounds contract.

6. Double V will provide all direct labor necessary for the performance of the contract, and will further provide all supervisory, quality control and administrative effort necessary to insure that the day-to-day performance of the contract is in compliance with the contract requirements.

7. ME will provide all necessary and required management, consultation, bid proposals, recruitment of new accounts, etc. to insure smooth-running contract operations.

8. Start-up loans for this contract may be secured by either party and expensed to the direct cost account and will be amortized either over the term of the loan, or the term of the contract, whichever is shorter. If either party to this agreement makes any investment in regard to the performance of this contract, said investment will be expensed to the direct cost account and will be amortized over the term of the contract. If any option to the contract is not exercised, the remaining loan or investment amount will be re-amortized over the remaining term of the contract.

9. On occasion, it may be necessary for either party to disclose proprietary information regarding its firm. Each party agrees to not disclose this sensitive information to any other party without the written consent of the owner.

10. The value of any equipment/material/supplies remaining after completion of the contract will be divided on a 51% (Double V)/49 % (ME) basis whether the parties decided to retain the equipment/material/supplies, or to sell to an independent person/company.

11. This Agreement shall begin on this 12th day of September 2012, and continue for the duration of the entire Government Contract #GS-21F-0112V, Grounds Maintenance Services at Phoenix Indian Medical Center, AZ. Any contract entered into by both parties during the term of said Agreement shall stand continuously until the specific contract is completed, including option and extension periods.

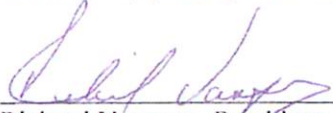
12. Notwithstanding that which has previously been stated, in the event either party shall breach the terms of this Agreement, and said breach is not cured within thirty (30) days of written notice, this Agreement may be terminated by the party who has not breached the Agreement at the end of thirty (30) days.

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13. This agreement shall be construed under the laws of the State of Wyoming and proper venue for any dispute shall be in Teton County, Wyoming.

Both parties have thoroughly read and understand the agreement into which they have entered and do so by placing their signature below:


Richard Vasquez, President

5-1-13
Date

Double V Enterprises


Stuart L. Herman, Vice President

30 APR 13
Date

Maintenance Engineers

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